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18 Attorneys for Plaintiff
19 LFG National Capital, LLC

11 MAY 26 AM 10:58
2 CLERK U.S. DISTRICT COURT
3 CENTRAL DIST. OF CALIF.
4 LOS ANGELES

FILED

CHADBOURNE & PARKE LLP
350 South Grand Avenue, 32nd Floor
Los Angeles, CA 90071 (213) 892-1000

12
13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15
16 LFG NATIONAL CAPITAL, LLC,

17 Plaintiff,

18 v.

19 GARY, WILLIAMS, FINNEY, LEWIS,
20 WATSON & SPERANDO, P.L., WILLIE
21 GARY, and LORENZO WILLIAMS,

22 Defendants.

23
24 Case No. GV11 04538 PSG PJWx

25 COMPLAINT FOR BREACH OF
26 CONTRACT AND BREACH OF
27 GUARANTEES

28 Plaintiff LFG National Capital, LLC ("LFG National"), through its attorneys,
29 Chadboune & Parke LLP, for its complaint against Gary, Williams, Finney, Lewis,
30 Watson & Sperando, P.L. ("Gary, Williams"), Willie Gary, and Lorenzo Williams
31 (collectively, "Defendants"), alleges the following:

COPY
CPAM: 3981790.1

NATURE OF THE ACTION

2 1. This action arises out of Defendants' flagrant, sustained breaches of their
3 obligations under a \$13 million secured loan facility with a current balance due of
4 approximately \$10.1 million. Defendants, a Florida law firm and its two principal
5 partners, have consistently failed to make required loan payments, diverted revenues
6 that, under the relevant loan agreement, must be utilized to pay Defendants' obligations
7 to Plaintiff, refused to provide financial and other data as required under the relevant
8 loan agreement, and refused to permit Plaintiff to conduct an audit of Defendants'
9 financial machinations.

THE PARTIES

12 2. Plaintiff LFG National is a Delaware limited liability company having its
13 principal place of business at 200 South Virginia Street, 8th Floor, Reno, NV 89501.

14 3. Defendant Gary, Williams, a law firm, is a Florida professional limited
15 liability company having its principal place of business at 221 East Osceola Street,
16 Stuart, Florida 34994.

17 4. Defendant Willie Gary, the Senior Partner of the Gary, Williams firm, is a
18 citizen and resident of the State of Florida.

19 5. Defendant Lorenzo Williams, a partner of the Gary, Williams firm, is a
20 citizen and resident of the State of Florida.

JURISDICTION AND VENUE

23 6. This Court has subject matter jurisdiction over this action pursuant to 28
24 U.S.C. § 1332(a)(1), insofar as the amount in controversy exceeds the sum of \$75,000,
25 and the action is between citizens of different states.

26 7. Venue is proper in this District under 28 U.S.C. § 1391(a) insofar as the
27 agreements at issue herein provide that each Defendant agrees that this action may be
28 commenced in this District, waiving any objection to jurisdiction or venue.

FACTS UNDERLYING PLAINTIFF' CLAIMS

A. The Loan Agreement and Guarantees

3 8. On March 19, 2007, Gary, Williams entered into a Cost Loan and Security
4 Agreement (the "Loan Agreement") with LawFinance Group, Inc., then an affiliate of
5 LFG National. The Loan Agreement replaced, and provided funds to refinance the
6 amounts due under, an earlier, similar loan agreement between Gary, Williams and
7 LawFinance Group, Inc., dated May 16, 2005.

8 9. By means of an Assignment Certificate dated March 22, 2007, LawFinance
9 Group, Inc. assigned and sold to LFG National all of LawFinance Group, Inc.'s right
10 and interest under the Loan Agreement.

11 10. LFG National holds liens over substantially all of Gary, Williams' property
12 and assets, including its cash, general intangibles, rights to attorneys' fees and costs,
13 equipment, and general accounts receivable. LFG National's liens were perfected as of
14 June 8, 2005 through the filing of a Florida Uniform Commercial Code Financing
15 Statement (with a subsequent continuation filed on June 8, 2010)

16 11. Under the Loan Agreement, Gary, Williams irrevocably agreed to submit,
17 with respect to all claims arising under the Loan Agreement or involving the
18 interpretation, performance or breach thereof, to the jurisdiction of "any court sitting in
19 [California], in the city in which [LFG National's] chief executive office is located, or if
20 none, any court sitting in [California]," and waived any and all objections to jurisdiction
21 or venue in such a court.

22 12. Under the Loan Agreement, Gary, Williams agreed to pay all costs and
23 expenses, including attorney's fees, incurred by Plaintiff in enforcing their rights under
24 the Loan Agreement.

25 13. On March 19, 2007, Willie Gary executed a Guaranty (the "Willie Gary
26 Guaranty"), whereby he "unconditionally and irrevocably guarantee[d]" the "prompt
27 payment and performance" of all present and future obligations of Gary, Williams
28 under the Loan Agreement.

1 14. Under the terms of the Willie Gary Guaranty, no payment “of any kind
 2 whatsoever” with respect to any sums owed to Willie Gary by Gary, Williams shall be
 3 made until all obligations of Gary, Williams to LFG National under the Loan
 4 Agreement have been paid in full, and if sums are paid to Willie Gary before that time,
 5 such sums shall “be held by [Willie Gary] as trustee for [LFG National].”

6 15. Under the Willie Gary Guaranty, Willie Gary irrevocably agreed to submit,
 7 with respect to all claims arising under the Willie Gary Guaranty or involving the
 8 interpretation, performance or breach thereof, to the jurisdiction of “any court sitting in
 9 [California], in the city in which [LFG National’s] chief executive office is located, or if
 10 none, any court sitting in [California],” and waived any and all objections to jurisdiction
 11 or venue in such a court.

12 16. On March 19, 2007, Lorenzo Williams executed a Guaranty (the “Lorenzo
 13 Williams Guaranty”, collectively along with the Willie Gary Guaranty, the
 14 “Guarantees”), whereby he “unconditionally and irrevocably guarantee[d]” the “prompt
 15 payment and performance” of all present and future obligations of Gary, Williams
 16 under the Loan Agreement.

17 17. Under the terms of the Lorenzo Williams Guaranty, no payment “of any
 18 kind whatsoever” with respect to any sums owed to Lorenzo Williams by Gary,
 19 Williams shall be made until all obligations of Gary, Williams to LFG National under
 20 the Loan Agreement have been paid in full, and if sums are paid to Lorenzo Williams
 21 before that time, such sums shall “be held by [Lorenzo Williams] as trustee for [LFG
 22 National].”

23 18. Under the Lorenzo Williams Guaranty, Lorenzo Williams irrevocably
 24 agreed to submit, with respect to all claims arising under the Lorenzo Williams
 25 Guaranty or involving the interpretation, performance or breach thereof, to the
 26 jurisdiction of “any court sitting in [California], in the city in which [LFG National’s]
 27 chief executive office is located, or if none, any court sitting in [California],” and
 28 waived any and all objections to jurisdiction or venue in such a court.

1 **B. Defendants' Breaches of the Loan Agreement**

2 19. Gary, Williams has been in continuous default of its obligations under the
 3 Loan Agreement since at least July 16, 2009, when Gary, Williams failed to remit a
 4 required interest payment. Gary, Williams also failed to remit required interest and
 5 principal payments on numerous other occasions, including on October 16, 2009;
 6 November 19, 2009; December 16, 2009; January 21, 2010; February 17, 2010; March
 7 18, 2010; April 15, 2010; June 18, 2010; July 23, 2010; August 23, 2010; September
 8 22, 2010; October 27, 2010; November 16, 2010; December 20, 2010; January 20,
 9 2011; February 25, 2011; March 18, 2011; April 21, 2011; and May 17, 2011. Each of
 10 these payment defaults represented an Event of Default under the Loan Agreement.

11 20. Under the Loan Agreement, if Gary, Williams recovers funds representing
 12 "Case Costs" in any of its pending cases, Gary, Williams is required to remit the full
 13 amount of such funds to LFG National within ten (10) days of the end of the calendar
 14 month in which Gary, Williams received the funds.

15 21. Gary, Williams has failed to remit the full amount of Case Costs received
 16 on numerous occasions, including on September 1, 2009; November 18, 2009; and most
 17 recently on March 10, 2011. Each of these payment defaults constituted an Event of
 18 Default under the Loan Agreement.

19 22. In a signed Amendment to the Loan Agreement executed on May 29, 2009,
 20 Gary, Williams acknowledged that Events of Default had occurred because Gary,
 21 Williams had failed to make mandatory loan payments upon receipt of Case Costs and
 22 had failed to timely make certain other payments under the Loan Agreement. While
 23 LFG National conditionally agreed to waive these defaults existing before May 29,
 24 2009, the waiver was expressly made "subject to Borrower's compliance with the
 25 terms and conditions below," including Gary, Williams' compliance with its obligation
 26 to forward the full amount of Case Costs received, and otherwise to comply
 27 prospectively with its obligations under the Loan Agreement, as amended.

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1 23. As detailed in paragraphs 19 and 21 above, Gary, Williams committed
2 numerous breaches of its obligations after the May 29, 2009 Amendment, rendering the
3 waiver of the acknowledged Events of Default prior to May 29, 2009 null and void.

4 24. The Loan Agreement provides that all sums due thereunder must be paid
5 by the Maturity Date of June 30, 2010. The Maturity Date has not been extended
6 pursuant to the terms of the Loan Agreement, or otherwise, nor have all sums due
7 thereunder been paid.

8 25. Gary, Williams has committed numerous additional Events of Default
9 under the Loan Agreement, including failures to provide accurate and complete
10 reporting regarding the collateral under the Loan Agreement, as required by the
11 Agreement's terms. In breach of its obligations under the Loan Agreement, Gary,
12 Williams has on numerous occasions provided materially misleading information
13 regarding its payment of case costs and the status of the collateral securing its
14 obligations under the Loan Agreement.

15 26. Most recently, on May 23, 2011, Gary, Williams refused to permit an
16 agent of LFG National to perform an on-site financial audit of Gary, Williams, as
17 required under the Loan Agreement.

18 27. Although not required under the Loan Agreement, Plaintiff has provided
19 prompt written notice of the myriad defaults by Gary, Williams under the Loan
20 Agreement.

21 28. Under the Loan Agreement, upon the occurrence of any Event of Default,
22 interest shall accrue at a Default Rate of 21%, and LFG National may declare all
23 obligations under the Loan Agreement to be immediately due and payable in full.

24 29. Since June 30, 2010, all of Gary, Williams' obligations under the Loan
25 Agreement have been immediately due and payable in full.

26 30. Since June 16, 2009, interest has accrued continuously at the Default Rate
27 on the amount of Gary, Williams' obligations under the Loan Agreement.

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Los Angeles, CA 90071 (213) 892-1000

31. The total amount presently due under the Loan Agreement, excluding costs
2 and attorney's fees, is \$10,131,628.18.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF
(Breach of Loan Agreement -- Plaintiff against Gary, Williams)

7 32. Plaintiff repeats and realleges each and every allegation contained in
8 paragraphs 1 through 31 as if fully set forth herein.

9 33. As a result of Gary, Williams' above-described failures to make required
10 payments and provide required documentation, Gary, Williams has breached the Loan
11 Agreement.

12 34. Gary, Williams' breaches of the Loan Agreement were the proximate
13 cause of, and Gary, Williams is liable for, damages to Plaintiff in the amount of the total
14 of interest and principal presently due under the Loan Agreement of \$10,131,628.18,
15 plus any and all costs and attorneys' fees incurred by Plaintiff in connection with this
16 action.

SECOND CLAIM FOR RELIEF

(Breach of Guarantees -- Plaintiff against Willie Gary and Lorenzo Williams)

19 35. Plaintiff repeats and realleges each and every allegation contained in
20 paragraphs 1 through 34 as if fully set forth herein.

21 36. Gary, Williams is in default of its obligations under the Loan Agreement,
22 and all sums borrowed, along with accrued interest, costs and fees, are presently due
23 and payable thereunder.

24 37. Willie Gary and Lorenzo Williams have each provided absolute and
25 unconditional personal guarantees rendering them jointly and severally liable for the
26 full amount due under the Loan Agreement.

1 38. Willie Gary and Lorenzo Williams have breached the terms of their
2 respective Guarantees by failing, after receiving written demand from Plaintiff, to make
3 any payments thereunder.

4 39. On information and belief, Willie Gary and Lorenzo Williams have each
5 received payments from Gary, Williams while an amount was due under the Loan
6 Agreement. Willie Gary and Lorenzo Williams hold these sums in trust for LFG
7 National under the terms of the Guarantees, but Willie Gary and Lorenzo Williams have
8 failed to turn over such sums after payment of such sums has been demanded by LFG
9 National.

10 40. Willie Gary and Lorenzo Williams' breaches under the Guarantees were
11 the proximate cause of, and Willie Gary and Lorenzo Williams are each jointly and
12 severally liable for, damages to Plaintiff in the amount of the total of interest and
13 principal presently due under the Loan Agreement of \$10,131,628.18, plus any and all
14 costs and attorneys' fees incurred by Plaintiff in connection with this action.

15 WHEREFORE, based upon the foregoing, Plaintiff respectfully requests that
16 judgment be entered as follows:

17 (i) against Defendants, awarding Plaintiff an amount of not less than
18 \$10,131,628.18, plus pre-judgment interest accruing at the Default Rate,
19 post-judgment interest at the maximum rate allowable by law, and any and
20 all attorneys' fees and costs incurred by Plaintiff in connection with this
21 action;

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- (ii) against Willie Gary and Lorenzo Williams, ordering them to disgorge and pay to Plaintiff all sums paid to them by Gary, Williams and held in trust for Plaintiff by them pursuant to the terms of the Guarantees; and
- (iii) granting Plaintiff such other further relief which this Court may deem just and proper.

Dated: May 26, 2011

CHADBOURNE & PARKE LLP

By:

Jay R. Henneberry
Attorneys for Plaintiff
LFG NATIONAL CAPITAL, LLC

WILLIAMSURVE & PARK LLC
350 South Grand Avenue, 32nd Floor
Los Angeles, CA 90071 (213) 892-1000

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Philip S. Gutierrez and the assigned discovery Magistrate Judge is Patrick J. Walsh.

The case number on all documents filed with the Court should read as follows:

CV11- 4538 PSG (PJWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Jay R. Henneberry (State Bar No. 135065)
 jhenneberry@chadbourne.com
 CHADBOURNE & PARKE LLP
 350 S. Grand Ave., 32nd Floor
 Los Angeles, CA 90071 / Tel: (213) 892-1000

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LFG NATIONAL CAPITAL, LLC	CASE NUMBER
	CV11 04538 , PSG PIWx
PLAINTIFF(S) v. GARY, WILLIAMS, FINNEY, LEWIS, WATSON & SPERANDO, P.L., WILLIE GARY, and LORENZO WILLIAMS	SUMMONS
DEFENDANT(S).	

TO: DEFENDANT(S): GARY, WILLIAMS, FINNEY, LEWIS, WATSON & SPERANDO, P.L.,
WILLIE GARY, and LORENZO WILLIAMS

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Jay R. Henneberry, whose address is Chadbourne & Parke LLP, 350 S. Grand Ave., 32nd Floor, Los Angeles, CA 90071. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

MAY 26 2011
 Dated: _____

By: CHRISTOPHER B. POWERS
 Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) LFG NATIONAL CAPITAL, LLC		DEFENDANTS GARY, WILLIAMS, FINNEY, LEWIS, WATSON & SPERANDO, P.L., WILLIE GARY, and LORENZO WILLIAMS							
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Jay R. Henneberry (State Bar No. 135065) / (213) 892-1000 Chadbourne & Parke LLP 350 S. Grand Ave., Los Angeles, CA 90071		Attorneys (If Known)							
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)							
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State						
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State Pltf: Delaware/NV Def: Florida	PTF <input checked="" type="checkbox"/> 2 DEF <input checked="" type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State						
		Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3 Foreign Nation						
			PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6						
IV. ORIGIN (Place an X in one box only.)									
<input checked="" type="checkbox"/> 1 Original Proceeding				<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)				MONEY DEMANDED IN COMPLAINT: \$ _____					
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)									
VII. NATURE OF SUIT (Place an X in one box only.)									
OTHER CLASSIFICATIONS	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR				
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act				
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 720 Labor/Mgmt. Relations					
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act					
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 740 Railway Labor Act					
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 750 Other Labor Litigation					
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act					
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	PROPERTY RIGHTS					
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 820 Copyrights					
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 830 Patent					
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 840 Trademark					
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	SOCIAL SECURITY					
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 861 HIA (1395ff)					
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 862 Black Lung (923) (405(g))					
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 220 Foreclosure	IMMIGRATION	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 863 DIWC/DIWW					
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment		<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 864 SSID Title XVI					
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 240 Torts to Land		<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 865 RSI (405(g))					
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 245 Tort Product Liability			FEDERAL JURISDICTION					
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 290 All Other Real Property			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)					
<input type="checkbox"/> 950 Constitutionality of State Statutes				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609					

FOR OFFICE USE ONLY: Case Number: **CV11 04538**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

COPY

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	Nevada

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	Florida

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	Marin

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Jay R. Henneberry Date May 26, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))